

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI135960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
One Door, Inc.	03/29/2024
RECEIVING PARTY DATA	
Company Name:	SAAS Capital Fund III(b), LP
Street Address:	1311 Vine Street
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	13194242
Application Number:	13485706
Application Number:	14605689
Application Number:	14713839
Application Number:	12788456
Application Number:	16031160
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	3127568514
Email:	kwillis@porterwright.com
Correspondent Name:	Kaylee Willis
Address Line 1:	321 North Clark St., Suite 400
Address Line 4:	Chicago, ILLINOIS 60654
ATTORNEY DOCKET NUMBER:	243037
NAME OF SUBMITTER:	Kaylee Willis
SIGNATURE:	Kaylee Willis
DATE SIGNED:	04/01/2024
Total Attachments: 6	

source=4. IP Security Agreement#page1.tif
source=4. IP Security Agreement#page2.tif
source=4. IP Security Agreement#page3.tif
source=4. IP Security Agreement#page4.tif
source=4. IP Security Agreement#page5.tif
source=4. IP Security Agreement#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of March 29, 2024, is made by ONE DOOR, INC., a Delaware corporation (“Borrower”), in favor of SAAS CAPITAL FUND III(b), LP, a Delaware limited partnership, as administrative agent (in such capacity, “Administrative Agent”) for the Secured Parties (as defined below).

Background Information

As a condition precedent to the making of advances by the Lenders under the Loan and Security Agreement dated as of even date herewith (the “Loan Agreement”) among Borrower, the Lenders party thereto, and the Administrative Agent, Borrower has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including but not limited to the United States Patent and Trademark Office and the United States Copyright Office. Capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Loan Agreement.

Provisions

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Administrative Agent as follows:

1. Grant of Security. Borrower hereby grants to Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of Borrower in, to and under Borrower’s Intellectual Property, wherever located, and whether now existing or hereafter arising or acquired from time to time, including without limitation the following (collectively, the “IP Collateral”):

(a) the patents, patent licenses, and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto (the “Patents”);

(b) the trademark registrations, applications, and licenses set forth in Schedule 2 hereto, together with the goodwill of the business connected with the use of and symbolized thereby and all extensions, reissues, continuations, and renewals thereof (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations, applications, and copyright registrations and applications exclusively licensed to Borrower set forth in Schedule 3 hereto, and all extensions, reissues, continuations, and renewals thereof (the “Copyrights”);

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, injury to goodwill, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Administrative Agent.

3. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Loan Agreement terminated, Borrower shall obtain rights to any new Intellectual Property or IP Collateral, the provisions of this Agreement shall automatically apply thereto as if the same were identified on the Schedules hereto as of the date hereof, and Borrower shall give Administrative Agent written notice thereof. Borrower hereby authorizes Administrative Agent to modify this Agreement by amending the Schedules hereto to include any future Intellectual Property or IP Collateral as contemplated by Sections 1 and 3 hereof and, at Administrative Agent's request, Borrower shall execute any documents or instruments required by Administrative Agent in order to modify this Agreement as provided by this Section 3.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, the terms and provisions of which are hereby incorporated by reference as if fully set forth herein. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. Borrower hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Intellectual Property, the IP Collateral, and Administrative Agent's security interests therein are as more fully set forth in the Loan Agreement and the other Loan Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

ONE DOOR, INC.

By: [Signature]
Name: Derek Moody
Title: President, Chief Operating Officer and
Secretary

STATE OF Massachusetts) ss.
COUNTY OF Middlesex

On this 29 day of March, 2024, before me personally appeared Derek Moody, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ONE DOOR, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

[Signature]
Notary Public

Name:

My commission expires:



LAURIE POLAND
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 9, 2024

AGREED TO AND ACCEPTED:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC
Title: General Partner

By: _____
Name: Steven Jaffee
Title: Manager

Signature Page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Borrower has caused this Agreement to be duly executed and delivered as of the date first above written.

ONE DOOR, INC.

By: _____
Name: Derek Moody
Title: President, Chief Operating Officer and
Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me personally appeared Derek Moody, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ONE DOOR, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.

Notary Public

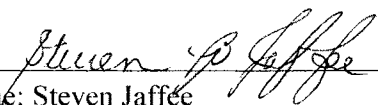
Name:

My commission expires:

AGREED TO AND ACCEPTED:

SAAS CAPITAL FUND III(b), LP

By: SC GP III(b), LLC
Title: General Partner

By: 
Name: Steven Jaffee
Title: Manager

SCHEDULES

Schedule 1 –

A. Patents:

Title	Application No.	Filing Date	Patent No.	Issue Date
Managing Facilities	13/194,242	7/29/2011	8,965,927	2/24/2015
Confirming Compliance with a Configuration	13/485,706	5/31/2012	9,041,707	5/26/2015
Managing Facilities	14/605,689	1/26/2015	9,582,581	2/28/2017
Confirming Compliance with a Configuration	14/713,839	5/15/2015	10,061,975	8/28/2018
Generating a Layout of Products	12/788,456	5/27/2010	10,269,026	4/23/2019
Confirming Compliance with a Configuration	16/031,160	7/10/2018	10,796,131	10/6/2020

B. Patent Applications: None

C. Patent Licenses: None

Schedule 2 –

A. Registered Trademarks:

Mark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
ONE DOOR	United States of America	87093110	7/5/2016	5,197,321	5/2/2017
ONE DOOR	Canada	1816606	1/4/2017	1067632	12/31/2019
ONE DOOR	Hong Kong	304011650	1/5/2017	304011650	1/5/2017
ONE DOOR	Australia	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Colombia	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	European Union	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	WIPO	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Iran (Islamic Republic of)	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Japan	1340567	1/4/2017	1340567	1/4/2017

ONE DOOR	Mexico	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	New Zealand	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Singapore	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Switzerland	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	Turkey	1340567	1/4/2017	1340567	1/4/2017
ONE DOOR	United Kingdom	UK008013405 67	1/4/2017	UK008013405 67	1/4/2017

B. Trademark Applications: None

C. Trademark Licenses: None

Schedule 3 –

A. Registered Copyrights: None

B. Copyright Applications: None

C. Copyright Licenses: None